

Vassar College
Student Film Agreement

Date: _____

Student(s) Names (collectively, "Student"): _____

Course Title: _____

Professor: _____

Project Description ("Project"): _____

Student is developing a film Project as part of an educational program at Vassar College ("Vassar"). For good and valuable consideration, Student agrees:

1. Educational Experience; Consideration. The Project is a learning experience provided as part of Student's college education at Vassar College. Student will work with the Professor, listed above, and other faculty members throughout the development of the Project to ensure the highest quality learning experience. Student acknowledges that their desire to participate in the Project, as part of my college education, the ability to retain ownership in the Project (as set forth in Paragraph 2 below), and my ability to include my participation in the Project on my resume/CV, is sufficient consideration for me entering into this Agreement. I understand that I will receive no monetary compensation of any nature in connection with entering into this Agreement or granting the license to Vassar hereunder in connection with the Project.
2. Ownership; Copyright; Copyright Notice. Except as specifically set forth herein, Student owns all copyrights in the audio-visual work or film created as part of the Project. Student will include a copyright notice in the film or other work created as part of the Project, as follows: © [year of first publication] [Student's name]. All Rights Reserved. Vassar will decide whether or not Student will be required to utilize Vassar's name in any Project. If Vassar elects to have Vassar's name in the project, it will designate the attribution required (e.g., "Produced as a student project at Vassar College") and Student agrees to include the attribution selected by Vassar.
3. Equipment. If equipment is available, Student may request to use camera and recording equipment owned by Vassar in the creation of the Project. Vassar makes no representations or warranties about the quality or functionality of this equipment and Student takes the equipment in its "as is" condition. Vassar disclaims all warranties regarding this equipment including any warranty of merchantability or fitness for a particular purpose. Student agrees to take reasonable and good care of the Vassar equipment at all times in the use and storage of all Vassar equipment and to avoid situations

that may be hazardous to either the operator or the equipment (e.g., sand, water, extreme temperatures, heights, or corrosive substances). If Student fails to exercise reasonable and good care of the equipment, Student may be asked to pay Vassar for the repair or replacement of such equipment.

4. Releases. Permission. Student is solely responsible for: (A) obtaining all necessary permits, rights and permissions for all materials, music, and locations used and all persons appearing in the Project; and (B) ensuring that the Project (including any future version) does not infringe any copyright, trademark, right of privacy or publicity or other rights and is not otherwise contrary to law. Student will not include any person in the Project who belongs to a guild, union, or collective bargaining organization (e.g., Screen Actors Guild) without Vassar's prior written permission. Student will utilize the template forms, provided by Vassar, for the Appearance, Music, Materials and Location Releases.

5. Production Logs. Student agrees to keep, and contemporaneously provide to Vassar, a current production folder and log of all releases, licenses, permission and other elements to be tracked in connection with the Project.

6. No Vassar Liability; Indemnification. Vassar College will agree to provide liability insurance to cover filming at approved Locations, as part of the Location Release. Except for the foregoing, Vassar has no responsibility or liability (including for any alleged infringement of intellectual property or other rights) in connection with the Project or the use of the Vassar equipment. Student will indemnify and hold harmless Vassar against any loss, damage, liability, or expense Vassar incurs as a result of the Project (including violation of any third-party's rights or any law).

7. Vassar Policies; Film Policies. Student agrees to comply with all Vassar policies, guidelines and rules, in connection with the Project, including but not limited to the Vassar College Regulations and Student Handbook (if any). Student also agrees to comply with all Film department and professor policies, guidelines, and instructions in connection with the creation and filming of the Project, including but not limited to those set forth on Schedule A.

8. Vassar Assistance. Vassar may, but shall not be obligated to, provide Student with: (A) limited funding; (B) use of Vassar's film equipment to support the film Project; and (C) assistance with Student's distribution of the Project (e.g., film festivals, social media, and online platforms).

9. License to Vassar. Student hereby irrevocably grants Vassar a perpetual, worldwide non-exclusive, royalty-free license to reproduce, distribute and publicly perform the Project (in whole or in part) for Vassar's educational and charitable purposes in all media now known and later developed, including Vassar's website and social media, YouTube, and other channels.

10. Termination. Vassar reserves the right to cancel this Agreement, the Project, or Student's ability to participate in the Project, at any time, upon email notice to Student. Termination of this Agreement or termination of Student's participation in the Project shall not terminate the rights under Paragraph 2 or 9, which rights shall survive termination of the Project and the Agreement.

11. Governing Law. This Agreement is governed by New York State laws and any dispute hereunder may be brought exclusively in the courts located in Dutchess County, New York for state claims and in Westchester County, New York for federal claims.

12. Modifications. This Agreement may be modified only with Student's written consent. Notwithstanding the above, Vassar may modify its policies, procedures or the attached Schedule A, at

any time, without prior notice to or consent by Student.

STUDENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS HAD AN OPPORTUNITY TO REVIEW IT, AND AGREES TO ALL OF ITS PROVISIONS.

Student

Signature _____

Name _____

Email _____

Phone _____

Schedule A

Students are not permitted to include any of the following in a film or Project:

- Any element that may cause a safety or other concern among individuals in the campus community, including use of any firearms or weapons (including props)
- Nudity
- Minors under the age of 18
- Animals
- Stunts
- Drones
- Fires, pyrotechnics, or similar items
- Display of Vassar College trademarks

An exception to this policy, may be granted on a case-by-case basis, which exception must be set forth in writing and must specifically designate the scope and rules regarding the exception. No verbal exceptions to this policy are permitted.